

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**FAX pour soumissions: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> COVER, LIFE PRESERVER	
<b>Solicitation No. - N° de l'invitation</b> W8485-152456/A	<b>Date</b> 2014-11-05
<b>Client Reference No. - N° de référence du client</b> W8485-152456	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-759-66079	
<b>File No. - N° de dossier</b> pr759.W8485-152456	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-11-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lafleur, Mario	<b>Buyer Id - Id de l'acheteur</b> pr759
<b>Telephone No. - N° de téléphone</b> (819) 956-1682 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et  
des textiles  
11 Laurier St./ 11, rue Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>          <b>Signature</b>          <b>Date</b>	

Solicitation No. - N° de l'invitation

W8485-152456/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr759W8485-152456

Buyer ID - Id de l'acheteur

pr759

Client Ref. No. - N° de réf. du client

W8485-152456

CCC No./N° CCC - FMS No/ N° VME

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See attachment

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Statement of Requirement
3. Debriefings
4. Trade Agreements

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Transportation Costs Information
6. Sample
7. Technical Data

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection
3. Contract Financial Security
4. Security Deposit Definition

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. Materials: Contractor Total Supply
14. Procedures for Design Change/Deviations
15. Plant Location
16. Overshipment
17. Pre-production Sample
18. Financial Security

**LIST OF ANNEXES**

Annex "A" - REQUIREMENT

1. TECHNICAL REQUIREMENT
2. ARESSES
3. DELIVERABLES

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Statement of Requirement**

The "Requirement" is detailed at the Annex "A".

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **4. Trade Agreements**

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)".

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014/09/25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

#### **1.1 SACC Manual clauses**

B1000T                      2007/11/30                      Condition of Material

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

**4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

**5. Transportation Costs Information**

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; \_\_\_\_\_
- (b) number of items by unit; \_\_\_\_\_
- (c) cubic measurement by unit; \_\_\_\_\_
- (d) number of units per shipment: \_\_\_\_\_
- (e) name of shipping point; \_\_\_\_\_
- (f) recommended method of shipment and carrier \_\_\_\_\_
- (g) Unit cost per Destination      WB941: \$ \_\_\_\_\_      W2481: \$ \_\_\_\_\_
- (h) Total cost \$ \_\_\_\_\_

**6. Sample**

Sample may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada  
Supply Directorate  
6th floor  
1550 ave D'Estimauville  
Quebec, Que. G1J 0C7  
TEL: 418-649-2840 or 418-649-2872  
FAX: 418-648-2209  
Attention: Solange Labrie (solange.labrie@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Place Bonaventure, South-East Portal  
800 de La Gauchetière Street West, 7th Floor  
Montreal, Quebec H5A 1L6  
TEL: 514-496-3404  
FAX: 514-496-3822  
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Suite 480, 33 City Centre Drive  
Mississauga, Ont. L5B 2N5  
TEL: 905-615-2070  
FAX 905-615-2060  
Attention: Antoine Gnohou (antoine.gnohou@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Suite 100, 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba R3C 2Z1  
TEL: 204-983-3774  
FAX: 204-983-7796  
Attention: Bev Laurin (bev.laurin@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Telus Plaza North  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6  
TEL: (780) 497-3564  
FAX: (780) 497-3510  
Attention: Nicole Boucher (wst-pa-edm@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Pacific Region, SOSB, Industrial & Commercial Products  
219 - 800 Burrard Street  
Vancouver, B.C V6Z 0B9  
TEL: 604-775-7630  
FAX: 604-775-7526  
Attention: Linda Harding (linda.harding@pwgsc-tpsgc.gc.ca)

Public Works & Government Services Canada  
1713 Bedford Row, 5th Floor  
Halifax, N.S. B3J 1T3  
TEL: 902-496-5076  
FAX: 902-496-5016

**7. Technical Data**

In order to receive Technical Data Packages against this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (p.o. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

and send their request (by facsimile message or e-mail) to the following:

E-mail : [mario.lafleur@tpsgc-pwgsc.gc.ca](mailto:mario.lafleur@tpsgc-pwgsc.gc.ca) or Facsimile Number: 819-956-5454

**PART 3 - BID PREPARATION INSTRUCTIONS**

**1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I - Technical Bid (3 hard copies)  
Section II - Financial Bid (1 hard copies)  
Section III- Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (~~reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria~~).

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **1.1 Exchange Rate Fluctuation**

C3011T                      2013/11/06                      Exchange Rate Fluctuation

##### **1.2 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.



### **1.1 TECHNICAL EVALUATION**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

### **1.2 Financial Evaluation**

#### **1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit price in Canadian dollars, applicable taxes are excluded, DDP (Montreal, Quebec and Edmonton, Alberta) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items that they can supply. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

#### **1.2.2 SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

### **2. Basis of Selection**

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price per item will be recommended for award of a contract (potential for more than 1 contract). Evaluation will be established using the firm quantity per item for all destinations.

### **3. Contract Financial Security**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds.

The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

### **4. Security Deposit Definition**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;

- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
  - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
  - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - (i) will make a payment to or to the order of Canada, as the beneficiary;
    - (ii) will accept and pay bills of exchange drawn by Canada;
    - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - (b) must state the face amount which may be drawn against it;
  - (c) must state its expiry date;
  - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
  - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

## 1.3 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

### 1.3.1 Canadian Content Certification

#### 1.3.1.1 SACC Manual Clause

A3050T 2010/01/11 Canadian Content Definition

#### Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

Item 001 Yes \_\_\_\_\_ No \_\_\_\_\_

Item 002 Yes \_\_\_\_\_ No \_\_\_\_\_

Item 003 Yes \_\_\_\_\_ No \_\_\_\_\_

Item 004 Yes \_\_\_\_\_ No \_\_\_\_\_

The Bidder certifies that:

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### 1. **Security Requirement**

There is no security requirement applicable to this Contract.

### 2. **Statement of Requirement**

The Contractor must provide the items detailed at the Annex "A".

### 3. **Standard Clauses and Conditions**

All instructions, clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2030 (2014/09/25), General Conditions – Goods (Higher Complexity) apply to and form part of the Contract.

## 4. Term of Contract

### 4.1 Delivery Date

#### Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested complete by **March 31, 2015**

#### 4.1.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP), 25 CFSD Montreal, Quebec and 7 CFSD Edmonton, Alberta. Incoterms 2000 for shipments from commercial contractor.

#### 4.1.2 Delivery - Firm Quantity - Phased (For the items 1 and 2)

The first delivery must be made within \_\_\_\_\_ calendar days from the effective date of the date of the written notice of approval of pre-production sample. The quantity delivered must be \_\_\_\_\_ units. The balance must be delivered at the rate of \_\_\_\_\_ units weekly after the first delivery until completion of the Contract.

#### 4.1.3 Preparation for Delivery

The Contractor must prepare items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package items in quantities of **1 unit by package**.

## 4.2 SACC Manual Clauses

D2025C 2013/11/06 Wood Packaging Materials

D6010C 2007/11/30 Palletization

D5510C 2014/06/26 Quality Assurance Authority (DND) - Canadian-based Contractor

D5515C 2010/01/11 Quality Assurance Authority (DND) - Foreign-based and United States Contractor

D5604C 2008/12/12 Release Documents (DND) - Foreign-based Contractor

D5605C 2010/01/11 Release Documents (DND) - United States-based Contractor

D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

## 5. AUTHORITIES

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mario Lafleur

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate (CCPD)

Clothing & Textiles Division

Place du Portage, Phase III, 6A2

11 Laurier Street

Gatineau, Quebec K1A 0S5

Telephone : 819-996-1682 Facsimile: 819-956-5454

E-mail address: [Mario.Lafleur@tpsgc-pwgsc.gc.ca](mailto:Mario.Lafleur@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.2 Project Authority** *(to be completed at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Organization \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matter concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative** *(to be completed at contract award)*

The person responsible for :

**General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified at the Annex "A" for a cost of \$\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**6.2 SACC Manual Clauses**

H1001C	2008/05/12	Multiple Payments
C2000C	2007/11/30	Taxes - Foreign-based Contractor

**7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded to the following address:  
National Defence Headquarters  
Major-General George R. Pearkes Building  
101 Colonel By Drive Ottawa, Ontario, Canada  
K1A 0K2  
Attn : DAP 2-4-2

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

**8. Certifications**

**8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**10. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions **2030 (2014/09/25)**, General Conditions - Goods (Higher Complexity);
- c) Annex "A" Requirement.
- d) the Contractor's bid dated \_\_\_\_\_ (officer to insert date of bid)

**11. Defence Contract**

SACC Manual Clause A9006C (2012/07/16) Defence Contract

**12. SACC Manual Clauses**

D2000C	2007/11/30	Marking (For Items 3 and 4)
D9002C	2007/11/30	Incomplete Assemblies

D3010C	2014/06/26	Delivery of Dangerous Goods / Hazardous Products (For Items 3 and 4)
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- 1. The Contractor must mark dangerous goods/hazardous products material which is classed as dangerous / hazardous as follows:
  - a. shipping container - in accordance with the *Transportation of Dangerous Goods Act*, 1992, c. 34; and
  - b. immediate product container - in accordance with the *Hazardous Products Act*, R.S., 1985, c. H-3.
- 2. The Contractor must provide bilingual Material Safety Data Sheets, indicating the NATO Stock Number as follows:
  - a. two (2) hard copies:
    - i. one (1) copy to be enclosed with the shipment, and
    - ii. one (1) copy to be mailed to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2

- b. one (1) copy sent by email to the following address: MSDS-FS@FORCES.GC.CA in word processing format (i.e. MS Word or WordPerfect).
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of goods/products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

**13. Materials: Contrator Total Supply**

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) Specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

**14. Procedures for Design Change/Deviations**

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

**15. Plant Location**

Items will be manufactured at: \_\_\_\_\_

**16. Overshipment**

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

**17. Pre-Production Sample**

1. The Contractor must provide a pre-production sample of one (1) unit in accordance with the **DDL-8485-152456 dated of September 22, 2014 of the following items: 1 and 2**, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within 24 calendar days from date of contract award.

2. If the pre-production sample is rejected, the Contractor must submit a second set of pre-production sample within 14 calendar days of notification of rejection from the Technical Authority.

3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.

4. Rejection by the Technical Authority of the second pre-production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

6. The pre-production sample submitted by the Contractor will remain the property of Canada.

7. The Technical Authority will notify the Contractor, in writing, of the full acceptance or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.

8. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.

9. The pre-production sample may not be required if the Contractor is currently in production. The request for waiver of pre-production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

**18. Financial Security**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

(i) be considered to have irrevocably abandoned the Work; and

(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.



## ANNEX "A" REQUIREMENT

### 1. TECHNICAL REQUIREMENT

For the items 1 and 2 (Cover, Life Preserver)

The items 1 and 2 must be in accordance with the DDL-8485-152456 Dated September 22, 2014.

### 2. ADDRESSES

Destination Address	Invoicing Address
Departement of National Defence 25 CFSD Montreal 6363 Rue Notre-Dame E. Montreal, Quebec H1N 3V9	Departement of National Defence C.P. 4000 SUCC K 25 DAFC / MAGASIN Montreal, Quebec H1N3R9
Departement of National Defence 7 CF Supply Depot Receipts & Issues Section Edmonton, Alberta T5J4J5	Departement of National Defence 7 CF Supply Depot STN Forces P.O.Box 10500 Edmonton, Alberta T5J4J5

### 3. DELIVERABLES

#### CONTRACT QUANTITY

Firm Quantity - Cover, Life Preserver

Item	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
1	Montreal	88 Units	\$ _____

Firm Quantity - Cover, Life Preserver

Item	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
2	Edmonton	87 Units	\$ _____

**Items 3 et 4 (Cartridge, inflation, flotation gear) NSN4220-41-0004259**  
**Part # 37202, Supplier 0727N**

Firm Quantity - Cartridge, inflation, flotation gear

Item	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
3	Montreal	250Units	\$ _____

Firm Quantity - Cartridge, inflation, flotation gear

Item	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
4	Edmonton	250 Units	\$ _____